

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 22
	TO LEASE NO. GS-11P-LVA02024
ADDRESS OF PREMISES 2450 Crystal Drive Arlington, VA 22202-3553	PDN Number: N/A

THIS AMENDMENT is made and entered into between Commonwealth Crystal Holding I, Inc.

whose address is: 1300 Connecticut Avenue, NW
Suite 900
Washington DC 20036

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government, as follows:

This Lease Amendment (LA) Number 22 is hereby issued to extend the firm lease term by approximately fourteen (14) months commencing on February 4, 2019 and ending on March 31, 2020 ("Extension Term") as follows:

- Premises:** The amount of leased space remains a total of 42,427 BRSF / 35,918 ABOA SF consisting of 26,097 BRSF/22,311 ABOA SF ("Block 1") located on the entire 9th floor, 5,036 BRSF/4,197 ABOA SF ("Block 2") located on a portion of the 10th floor, and 11,294 BRSF/9,410 ABOA SF ("Block 3") located on a portion of the 4th floor of the building known as Century One, 2450 Crystal Drive, Arlington, VA. Seventeen (17) parking spaces, of which twelve (12) are reserved, shall remain covered by this term extension.

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: (b) (6)
Name: Benjamin Suft
Title: Vice President
Entity Name: Commonwealth Crystal Holding I, Inc.
Date: July 20, 2017

FOR THE GOVERNMENT:

Signature: (b) (6)
Name: SYLVA H. NICOLAS
Title: Lease Contracting Officer
GSA, Public Buildings Service
Date: SEPT 26, 2017

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)
Name: (b) (6)
Title: Administrative Assistant
Date: July 20, 2017

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- 2. Annual Rent during the Extension Term:** Subject to adjustments for operating costs and the real estate taxes, which shall continue to be processed in the manner established by this Lease, effective as of February 4, 2019, the annual rent under this Lease extension shall be the total rent for all three blocks of space. This annual rent shall continue to be inclusive of an Operating Cost base and a Real Estate Tax base as further detailed in this LA; it does **NOT** include any Tenant Improvement Allowance (TIA), or Building Specific Amortized Capital (BSAC). Rent for the twelve (12) parking reserved parking spaces shall increase by \$11,520.00 from \$25,920.00 per year to \$37,440.00 per year [12 parking spaces x \$260.00 per month x 12 months]. Rent for the five (5) unreserved parking spaces shall remain unchanged at \$11,700.00 per year [5 parking spaces x \$195.00 per month x 12 months].

During the Extension Term, the annual TIA amount of (b) (4) currently included in the rent for "Block 1" shall be moved to the Shell rent, resulting in no change to the overall annual rent for "Block 1". Any TIA amount amortized in the rent for "Block 3", before or after the execution of this LA, shall be entirely removed from the rent during the Extension Term thereby resulting in the reduction of the overall annual rent for "Block 3" in an amount equal to the TIA component, if any. Rent for "Block 2" does not have a TIA component.

Subject to CPI adjustments required on February 4, 2018 and February 4, 2019, during the extension term, rent for each block of space is illustrated in the following table:

After 2017 CPI	Block 1	Block 2	Block 3	Total
Per Year BRSF (b) (4)				
Operating Costs				
RE Base				
TIA				
BSAC				
Shell Rent				
Total	\$939,860.29	\$167,555.43	\$386,468.70	\$1,493,884.42
Increased Reserved Parking Only	4 (Res)	8 (Res)	5 (Unres)	17
	\$12,480.00	\$24,960.00	\$11,700.00	\$49,140.00
Total with Parking	\$952,340.29	\$192,515.43	\$398,168.70	\$1,543,024.42
Per Month	\$79,361.69	\$16,042.95	\$33,180.73	\$128,585.37

- 3. Operating Costs:** During the Extension Term, only one operating cost adjustment shall be due on February 4, 2019 using as a base the total operating cost amount for the entire premises under lease established after the 2018 operating cost adjustment and by comparing the index of the month of January 2019 to the index of January 2018. For the period from February 4, 2019 through March 31, 2020, rent established after the 2019 CPI adjustment shall remain unchanged. No further CPI adjustment shall be required on February 4, 2020.
- 4. Real Estate Taxes (RET):** During the extension term, the aggregate Government percentage of occupancy shall remain 10.89% ([6.70%] for "Block 1", [1.29%] for "Block 2", and [2.90%] for "Block 3"). The RET adjustment for each of "Block 1", "Block 2", and "Block 3" shall continue to be processed separately as follows:

The RET adjustment for "Block 1" shall continue to be calculated by comparing the period from February 4th through February 3rd of the required adjustment period [i.e. February 4, 2019 – February 3, 2020] to the RET base from February 4, 2009 through February 3, 2010 using 6.70% [6.70% of \$970,547.33, Lease Base Year for Building]. For the purpose of calculating the RET adjustment for Block 1 from February 4, 2020 through March 31, 2020, the same calculated annual adjustment due for the period from February 4, 2019 – February 3, 2020 shall be divided by 366 days and multiplied by 57 days.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

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The RET adjustment for "Block 2" shall continue to be calculated by comparing the period from April 13th through April 12th of the required adjustment period [i.e. April 13, 2019 – April 12, 2020] to the RET base from April 13, 2010 through April 12, 2011 using 1.29% [1.29% of \$979,157.10, Lease Base Year for Building] prorated over the period from April 13, 2019 through March 31, 2020. For the purpose of calculating the RET adjustment for Block 2 from February 4, 2019 through April 12, 2019, the same calculated annual adjustment due for the period from April 13, 2018 – April 12, 2019 shall be divided by 365 days and multiplied by 68 days.

The RET adjustment for "Block 3" shall continue to be calculated by comparing the period from January 1st of the required adjustment period through December 31st of the same comparison year [i.e. 2019 and 2020] to the RET base of (b) (4) included in the annual rent using 2.90% [2.90% of \$1,064,548.11 Lease Base Year for Building] prorating the annual adjustment for the period of less than one (1) year over the number of days during that period. For example, the RET adjustment for the period from January 1, 2020 through March 31, 2020 shall be the calculated adjustment for Calendar Year 2020 compared to (b) (4) divided by 366 days and multiplied by 91 days.

5. **Condition of Premises:** During the Extension Term, the Government accepts the space in its current existing condition (including Building Shell). The costs of any improvements to the space shall be the responsibility of the Government. Lessor shall continue to maintain and repair as necessary all the elements of the Building Shell in accordance with the terms of the Lease.
6. **Painting and Carpeting:** Notwithstanding any other provision of the Lease, Lessor shall not be responsible for any repainting or replacement of carpeting during the Extension Term.

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